

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Dudley E. Whiting, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

HOUSTON BELT AND TERMINAL RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(a) The position of Abstract Clerk, position No. 18, is in fact an accountant's position and should be so classified and paid. Also

(b) Claim that the Carrier be required to classify the position as an Accountant with proper rate of pay as set out in the wage agreement, retroactive to the date the violation was called to the attention of the Carrier.

EMPLOYEES' STATEMENT OF FACTS: On July 6, 1943 Carrier issued Bulletin No. 47 advertising a new position of Abstract Clerk. The duties assigned to the position were:

"Make and balance abstracts."

The Carrier applied the negotiated rate of pay for the work shown on the bulletin.

On February 5, 1948 this same position was again bulletined and the duties assigned were shown on the bulletin as:

"Make BSLW, StLBM & MPFT received and forwarded abstracts, adding and balancing same, transcribing totals to Form 392-A or such other forms as may be substituted therefor and totaling and balancing same. Assist accountants during month in making trial balance and at close of each month's business assist in drawing off and balancing uncollected charges, also list drafts on proper forms; applicant must be experienced typist and adding machine operator."

Immediately after the above bulletin was issued claim was filed for proper rate of pay because of the position having been assigned work of an accountant.

The claim was progressed up to the Acting General Manager who declined the claim contending that this matter had been handled and disposed of in 1932, notwithstanding this position was not created until in July 1943.

After conference March 10, 1948 the Carrier reissued the bulletin of February 5, 1948 indicating a change in the work, however no change of any

Gulf Coast Lines Accountant" and the claim was that she be paid time and one-half at \$9.64 per day for September 1st, and that in addition to the payment of her regular rate for September 2nd and 3rd she also be paid two additional days at \$9.64 per day. The claim was handled by correspondence and conference through April 3, 1948.

Second: Then under date of February 24, 1948, their file number G-1672 another claim was filed because certain work was included in description of duties in a bulletin posting position of Abstract Clerk as vacant.

Third: Then on April 3, 1948, under their file number G-1762, the General Chairman referred further to the work shown in Bulletin No. 17.

Fourth: Then on September 23, 1948, under his file number G-1792, the General Chairman again referred to Bulletin No. 17 and stated his intention to submit the claim to this Board.

Fifth: And finally, in his letter of November 1, 1948, to President Harrison, in which he requested the latter to serve the usual notice on the Secretary of the Third Division he reverted to File No. G-1762, and stated the vague and indefinite claim as first quoted hereinabove.

POSITION OF CARRIER: It is the position of the Carrier, first, that until it is in receipt of more definite information as to exactly what the Employees are claiming in their dispute it cannot prepare an adequate defense in this dispute.

It is the further position of the Carrier, based upon its understanding of the claims that have been handled with it, that such claims are without merit and must be denied under Rule 50 of the governing Agreement, reading:

"RULE 50. PRESERVATION OF RATES

"(a) Employees temporarily or permanently assigned to higher rated positions or work shall receive the higher rates for the full day while occupying such position or performing such work; employees temporarily assigned to lower rated positions or work shall not have their rates reduced.

"(b) A 'temporary assignment' contemplates the fulfillment of the duties and responsibilities of the position or work during the time involved.

"(c) Assisting a higher rated employe, due to a temporary increase in the volume of work, does not constitute a temporary assignment."

(Exhibits not reproduced.)

OPINION OF BOARD: This claim is for reclassification of the position of Abstract Clerk due to the alleged assignment of Accountant's duties to the position and is based on Rule 50, which reads as follows:

"(a) Employees temporarily or permanently assigned to higher rated positions or work shall receive the higher rates for the full day while occupying such position or performing such work; employees temporarily assigned to lower rated positions or work shall not have their rates reduced.

"(b) A 'temporary assignment' contemplates the fulfillment of the duties and responsibilities of the position or work during the time involved.

"(c) Assisting a higher rated employe due to a temporary increase in the volume of work, does not constitute a temporary assignment."

The Organization stresses the phraseology "position or work." Certainly it is not the intent of the rule to pay a higher rate for the performance of every task which an accountant might perform. For example an accountant might sharpen his pencil but so might an office boy, or an accountant might

use an adding machine but so do lower rated clerks. Surely sharpening one's pencil or operating an adding machine is not necessarily performing the work of an accountant. Hence it can only be the assignment of work significant to the position of Accountant which will justify payment of the rate for Accountant.

The duties alleged to justify this claim are:

- (1) Transcribing totals (of abstracts) to Form 392-A.
- (2) Assist accountants during the month in making trial balance and at close of each month's business.
- (3) Assist in drawing off and balancing uncollected charges.
- (4) List drafts on proper forms.

The record does not contain a description of the duties of an accountant except as stated in Petitioner's Exhibit "A" that in 1932 he "was supposed to handle the cash book and make junction settlements."

Generally making an abstract is simply to list specific information about certain transactions. The duties stated as (1), (3) and (4) above are simply listing and balancing tasks and hence are more significant of an Abstract Clerk's work than an Accountant's work. Moreover the Carrier presented evidence to show that they were always regarded as part of the duties of an Abstract Clerk. The Organization relied upon a statement by an accountant that such were accountant's duties prior to 1943. It appears that he did perform such duties and all abstract work prior to the creation of the job of Abstract Clerk in 1943.

An Accountant may perform all of the book and paper work in an office in slack times but that does not mean that all of it is work significant of an accountant's position. Surely the lower rated duties he is performing may be assigned to clerks when business volume increases without making all of them eligible for accountant's pay. So considered his statement is without significance.

Item (2) above is alleged by the Carrier, without refutation, to consist solely of watching the figures on an adding machine tape to detect errors while the Accountant calls back the figures. That duty is not significant of the position of Accountant as it will necessarily be done by every lower rated clerk who operates an adding machine.

Based upon the record in this case the claim must be denied.

FINDINGS: The Third Division of the Adjustment Board upon the whole record and all the evidence, find and holds:

That both parties to this dispute waived oral hearing thereon;

That the Carrier and the Employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act, as approved June 21, 1943;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier did not violate the Agreement.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 21st day of September, 1949.